

CHRIST MOVERS LLC
TERMS AND CONDITIONS

1. General Terms

This Terms and Conditions Agreement (“Agreement”) includes the terms and conditions agreed to between you, the purchaser/client (“Client”), and Christ Movers LLC (“Christ Movers”) for its moving services. By booking a reservation with Christ Movers, and paying adequate consideration, you are agreeing to these terms. All of the given information provided by the Client is binding and cannot be changed without Christ Movers’ acceptance.

2. Pricing & Payments

2.1. Booking Fee. A Booking Fee of Twenty-Five (\$25.00) dollars is due upon booking a reservation with Christ Movers and serves as consideration for Christ Movers saving your date. This fee will not be applied to your final invoice.

2.2 Payment. The total invoice for the move must be paid in full after the completion of the move and the final walk-through inspection. Payments may be made in the form of credit cards, cash or check.

All payments are considered NON-REFUNDABLE and NON-TRANSFERRABLE.

2.3 Payment Types.

2.3.1 Credit Card Payments. By voluntarily accepting our moving services, you authorize Christ Movers to bill the credit card on file for all charges incurred as a result of services rendered.

2.3.2 Cash and Check Payments. Cash and check payments are accepted at the conclusion of the move. Please write all checks out to Christ Movers LLC. If paying in case, please have a wide denomination of bills as our movers do not carry change, and any additional cash sums received by movers are considered gratuity and non-refundable.

If paying by check, we require proof of identification, current phone number, current address and social security or driver license number on all checks. We have a \$25.00 return check fee, plus any other costs incurred in attempting to collect payment. If a check is returned, then you authorize Christ Movers to charge the credit card you provided for the booking fee, plus the \$25.00 fee.

2.4 Late Payments. For any outstanding invoices more than seven (7) days past due, there will be a late payment fee of 10% of the total invoice.

2.5 Price. Pricing for the Christ Movers services will be based on the time requirement, number of movers, if you require use of the moving truck, distance travelled, any specialty items that need to be moved, and other such pertinent factors. Our pricing can be found on our schedule of prices, and in our tariff. Once Christ Movers finishes their initial walk through, Christ Movers will be able to provide an estimate for the move and pricing for any specialty items.

3. **Confirmation of Move, Authorized Individual and Packing**. Christ Movers will send a confirmation once Client’s reservation is booked once the initial walk through is complete. In the event of a long distance move where a walk through is not possible, Client is required to fill out inventory template, and send photographs of each room, including living areas, storage areas, outdoor spaces with items to be moved and garages.

Long Distance Moves: Inventory list must include all specialty items, and appliances. Failure to include these items may prohibit Christ Movers from moving these items, as special equipment is often required for specialty items and appliances.

_____ Client agrees that if using their own truck, they will provide moving blankets, and other protective equipment in their own truck to protect their items. Christ Movers is not responsible for any items moved in a Client, or third-party, vehicle.

3.1 Authorized Individual. An Authorized Individual must be at the arrival site and the destination for the entire duration of the move at the respected locations. An Authorized Individual must be 18-years of age or older, and must be the owner of the property to be moved, or an authorized agent of the owner. Christ Movers will not move items out of a location, or into the next location without an Authorized Individual. This will ensure all items necessary for the move are moved out of the arrival location, and will help Christ Movers team members direct where furniture, boxes, and their other personal property should be placed in the destination location.

3.2 Packing and Packing Services. Christ Movers requires all items Client wishes to be moved to be packed properly, with sufficient protection, and all boxes with fragile items, such as dishware, glasses, lamps, vases, and other similar items be labeled as fragile. Christ Movers provides packing services at an additional cost. Christ Movers highly recommends these packing services to ensure your property is packed properly, and increase the efficiency of the move, reducing your overall cost for the move. Christ Movers will only be liable for those items Christ Movers packed, and will not be liable for any items Client or third-party packs.

_____ Client agrees that all items will be properly packed in boxes prior to Christ Movers' arrival, and will hold Christ Movers harmless for any and all damage to items not packed by Christ Movers, exceeding \$0.60 per pound.

4. Terms and Services.

4.1 Carrier Liability. Christ Movers carries insurance to cover the loss of any property in Christ Movers' possession while in transit during the move should Christ Movers act grossly negligent. Moreover, Christ Movers will cover all damages not exceeding \$0.60 per pound, but Christ Movers will not be liable for any property loss, damage, or delays in transport caused by an act of God, public enemy, an act of public authority, perils of navigation, or any act or default of the Client for damages in excess of \$0.60 per pound. Except in the case of negligence by Christ Movers, Christ Movers shall not be liable for the loss, damage, or responsible for the condition of any property in their possession, whether packed or unpacked in excess of \$0.60 per pound. Except in a case of gross negligence, Christ Movers shall not be liable for damage to any furniture, or loss of contents, and Christ Movers will not liable for the contents packed by Client, or third party, in crates, bundles, cartons, boxes or other containers in excess of \$0.60 per pound.

_____ If Client has not packed certain large items, such as mirrors, televisions, paintings or pictures, Christ Movers is not liable for these items in excess of \$0.60 per pound, and Client agrees to have these items moved at their own risk, and releases Christ Movers from any liability for such items beyond \$0.60 per pound.

_____ Client agrees to plug in television before Christ Movers team members leave the premises, however, in the event Client is unable to do so, will plug in the television and report any damage claims to Christ Movers within 48-hours. Any claims for televisions outside of this 48-hour window will not be accepted by Christ Movers.

4.2 Water and Gas Lines. Client will be responsible for disconnecting all water and gas lines from all items you wish Christ Movers to move before Christ Movers arrives. If Christ Movers needs to disconnect a water line before moving an item, we will do so. However, you agree to waive any claims against Christ Movers for consequential and incidental damages arising out of or relating to Christ Movers' disconnecting water lines. This waiver includes damages you may incur for property damage, loss of use, labor costs, income, business, and reputation. Christ Movers cannot disconnect any type of gas line.

Christ Movers is not liable for the condition of any appliances if Client requires them to be moved. Client agrees to include all appliances on inventory list, disconnected, flushed, and prepared to be moved. Client agrees to hold Christ Movers harmless for any damage, whether internal or external, dents, lost parts, or components for any appliances in Christ Movers' possession.

4.3 Portable On Demand Storage, Storage Facilities, or other Containers. If Client requests Christ Movers to move property into a portable on demand storage (PODS), Storage Facility, Container, or other such similar places where items cannot be inspected after the completion of the move, Client agrees to hold Christ Movers harmless for any and all loss or damage to items. This includes, but is not limited to, damage to contents caused by improper packing, shifting in the container, water damage, mold, pests, fire, smoke, burglary, vandalism or damage to the container, or normal wear and tear.

4.4 Dangerous Conditions of Departure or Arrival Site. If Christ Movers, in its sole discretion, finds the property of the transportation site, including apartments, mobile homes, houses, storage units, or other similar places as the initial point of transportation to be dangerous in any way, Christ Movers may terminate this Agreement immediately. Client's Booking Fee and other costs or expenses occurred will not be refunded. If Christ Movers finds the arrival site dangerous, in their sole discretion, Christ Movers shall not complete the move and will require all goods to be unloaded in a safe space, for which the Client will be responsible for any additional expenses. Christ Movers shall not be held liable for any property, or damage to property, or any additional expenses due to any goods not delivered to original arrival site if such conditions exist. Dangerous property or conditions shall include, but are not limited to, unstable or damaged stairways required for moving items, the presence of mold, nondomestic animals, or excessive pests, unstable or absent flooring, excessive trash or hoarding conditions, or other conditions Christ Movers, in their sole discretion, determines are dangerous.

4.5 Necessary Insurance Coverage. Except where such service is required as the result of carrier's gross negligence, all property shall be subject to necessary coverage at owner's cost. Christ Movers recommends that all Clients check their homeowners or rental insurance policy for coverage of their property during the move.

4.6 Documents and Items of Extraordinary Value. Christ Movers does not assume any liability in excess of \$0.60 per pound per item for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. Christ Movers will not accept responsibility for safe delivery of such articles if they come into Christ Movers' possession with or without Christ Mover's knowledge, beyond the statutory minimums. Christ Movers strongly encourages clients to move items of extraordinary value in their personal vehicles, and in their possession.

4.7 Dangerous Goods and Hazardous Materials. Dangerous goods or hazardous materials will not be accepted for shipment. Every party, whether principal or agent, shipping such goods shall be liable for and independently indemnify the carrier against all loss or damage caused by such goods and earlier will not be liable for safe delivery of the shipment. Hazardous materials include any matter having a clear potential for causing harm to the persons, or property, involved in the move, including explosives, flammable gases and toxic substances. Dangerous goods include aerosol sprays, airbags, ammunition, butane, car batteries, dry ice, fertilizer, fireworks, gasoline, jet fuel, lighters, lithium batteries, matches, nitrogen-refrigerated liquid, paint, solvents, some chemicals, and more.

4.7.1 Weapons and Guns. Weapons and guns will not be transported by Christ Movers.

4.8 Excluded Goods and Other Materials. Christ Movers does not move planters, including ceramic pots, cement, stone material, bricks, or other such materials due to their fragile nature, and Christ Movers' inability to

properly protect these items from damage that may be caused in transport. Christ Movers also does not transport liquids, including those listed in Section 4.6, alcohol, waterbeds, or other such large amounts of liquid. If Client requires Christ Movers to move these items, they must notify Christ Movers in writing and show the Christ Movers representative during the initial walk through, or in the case of a long-distance move provide a description and photos of the item.

5. **Moving and Transportation Time.** It is of particular importance that the Client adheres to the agreed time schedule, and makes allowances for occasional delays.

5.1 **Time Changes.** In the event that the Client wants to change the time of the itinerary, they may do so, only if Christ Movers is able to accommodate and agrees to any and all changes in writing. Please be advised that we will not be able to make any changes to times within 14-days of the scheduled move, due to scheduling conflicts.

5.2 **Delays.** Christ Movers is not responsible for any delays once in route to the arrival address, or in the transportation from arrival address to the destination address.

5.3 **No Shows.** A reservation will be considered a “no show” 30 minutes after the scheduled move time if the Client has not made contact with the driver or our staff. In the event of a “No Show” Christ Movers reserves the right to terminate this agreement immediately. If you have an issue with Christ Movers’ arrival time, please let us know as soon as possible.

We reserve the right to alter routes if, in the judgement of our driver and/or staff, the most direct route is impassible, ineffective, unsafe, or illegal. Our driver reserves the right to refuse travel on certain roads. Please, do not ask driver to do anything that will require he/she to leave the moving truck or your belongings unattended.

6. **Damage to Your Real Property.** Christ Movers hires trained, professional individuals to move your personal property, but inevitably in moving items there is a possibility of ordinary wear and tear. If there is excessive damage to your walls, doorframes, flooring, or other parts of your home, Christ Movers, in their sole discretion, may fix or repair those major issues.

Additionally, Christ Movers will not be responsible for dirty or soiled carpets; we do carry carpet shields that are for sale.

7. **Damage to Your Personal Property.** Although our movers will be careful with your possessions, from time to time damages may occur. If there is damage, notify Christ Movers immediately. They will complete a Damage Report before they leave your site. If you discover concealed damage after the move, call the office within 30-days of your move. No damage claims will be honored until the charges for moving services are paid in full.

Christ Mover’s maximum liability shall be \$0.60 per pound for the actual weight of any lost or damaged article or articles. A claim for any article that may be lost, destroyed or damaged while in custody of Christ Movers will be settled based on the value of the item or damage up to a maximum of the weight of the article times \$.60 per pound. This value is often less than the actual value of your article(s).

8. **Mechanical Malfunction.** Mechanical issues arise with our vehicles from time to time. Depending on the type of mechanical issue and when the issue occurs, it may disrupt the move. Christ Movers will do everything commercially reasonable to manage such situations.

In addition to mechanical malfunctions, there are certain situations in which our trucks are not able to

9. **Refunds.**

9.1 All payments are considered NON-REFUNDABLE and NON-TRANSFERRABLE.

9.2 In the event that Christ Movers unable to perform the moving service due to an error on the part of Christ Movers, a refund of that service minus any administrative costs may be granted. This excludes situations caused or created by the client or outside forces, such as cancellations by the client, force majeure, or inaccurate schedule information (see Section 10, Cancellations, for more information).

9.3 Service Complaints. If Christ Movers does not receive a written complaint within Forty-Eight (48) hours from the end of the contract time, client agrees that they are 100% satisfied and happy with all services provided and there are no valid complaints.

9.4 Property Damage Complaints. For any damage to personal property during the move, Client must notify Christ Movers in writing within forty-eight (48) hours from the completion of the move, unless the claim is for concealed damage, for which the Client has 30-days from time of the move to notify Christ Movers, in accordance with Section 7 above.

10. Cancellation of Service. All cancellations have to be submitted in writing. Any changes to the initial reservation have to be confirmed with Christ Movers. Christ Movers reserves the right to terminate this or any other contract for noncompliance of the above requests.

Cancellations within Thirty (30) days of the scheduled move date will be subject to Fifty (50%) of the total amount of the estimated invoice. Cancellations within Forty-Eight (48) hours of the scheduled move date will be subject to the full invoice.

11. Force Majeure. Neither Christ Movers or the Client shall not be deemed in default of the terms and conditions, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations (excluding payments due) due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond the reasonable control of the party, provided that the party relying upon this provision: (a.) gives prompt written notice thereof, and (b.) takes all steps reasonably necessary to mitigate the effects of the force majeure event. If a force majeure impedes Christ Movers' ability to provide service to the client, the client will be granted an in-house credit, or refund at the Client's request.

12. Authorized Personnel. Client may give authorization for anyone listed under "Authorized Party" to request changes and add/remove services from their reservation. If you give such person the authority to change any services or reservations with Christ Movers, Christ Movers is not responsible for any errors or misunderstandings made by the "Authorized Party" on behalf of the client.

13. Notices. Any notice provided for in this Agreement must be in writing and must be either personally delivered, sent via electronic mail to Client's assigned email address with a read receipt required, mailed by first class mail (postage prepaid and return receipt requested), or sent by reputable overnight courier service (charges prepaid) to the recipient at the address reflected. Any notice under this Agreement will be deemed to have been given when so delivered or sent or, if mailed, five days after deposit in the U.S. mail.

14. Severability. If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect. I have read and understood the terms above. I hereby agree to the terms of this contract.

15. State of South Carolina. This Agreement is subject to the laws of the State of South Carolina. Any dispute that may arise must be filed in the court of proper jurisdiction; however, the venue is restricted to a court in the County of Charleston.

16. **Agreement**. This agreement contains the entire understanding between Christ Movers, and the Client. It supersedes all prior and simultaneous agreements between the parties. The only way to change or add to this agreement is to do so in writing.

17. **Attorney's Fees**. In the event the parties become involved in litigation with each other arising out of this Agreement or other performance thereof in which the services of an attorney or other expert are reasonably required, the prevailing party shall be fully compensated for the cost of its participation in such proceedings, including the cost incurred for attorneys' fees and experts' fees.

I, the Client, am satisfied with the terms and conditions above and fully understand and agree.

Client:

Christ Movers LLC:

/s/ _____

/s/ _____

Printed Name: _____

Authorized Agent: _____

Date: _____

Date: _____